

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

FOR DEPOSITION A 11:00

CIVIL ACTION

NO. 03-12556-WGY

FORD MOTOR CREDIT COMPANY,
d/b/a PRIMUS FINANCIAL SERVICES and
AMERICAN SUZUKI AUTOMOTIVE CREDIT,

Plaintiff

v.

GREAT ATLANTIC INTERNATIONAL, INC.,
and
CAR CENTER USA, INC.,

Defendants

AFFIDAVIT OF
JOHN V. CAROLAN

I, John V. Carolan, do depose and say that:

1. At all times relevant hereto I have been serving continuously as the branch manager of the Braintree, Massachusetts offices of PRIMUS Financial Services and American Suzuki Automotive Credit, financing divisions within Ford Motor Credit Company ("Ford Credit"), a Delaware corporation with its principal place of business at One American Road, Dearborn, Michigan.

2. In that capacity I am the person responsible for the financing and related account records for the wholesale financing provided by Ford Credit as PRIMUS to Great Atlantic International, Inc. and for the wholesale financing provided by Ford Credit as American Suzuki Automotive Credit to Car Center USA, Inc.

3. I make this affidavit in support of the application of Ford Motor Credit Company for a preliminary injunction in the above-captioned action.

4. PRIMUS' used car financing of Great Atlantic International, Inc. has been pursuant to a wholesale financing agreement dated March 26, 2002.

5. American Suzuki's new car financing of Car Center USA, Inc. has been pursuant to a wholesale financing agreement dated October 24, 2001.

6. Throughout the course of dealing with Great Atlantic and Car Center USA, Ford Credit has found both to be high-maintenance accounts. The dealers have provided very questionable financial statements, which raise questions that the dealers cannot explain and which deny Ford Credit the ability to make a proper evaluation of its position as a creditor. In addition, the dealers have created a recurring pattern of making payoff payments which have been dishonored and have required replacement with certified funds. Over the past six months Ford Credit has uncovered information through auditing indicating that the dealers have misrepresented the delivery dates of vehicles subject to wholesale financing in order to extend the required deadline for payoffs to Ford Credit (five business days).

7. In September 2002 PRIMUS notified Great Atlantic that it no longer wished to continue the financing relationship and that

Great Atlantic should seek alternate financing. At that time PRIMUS set a termination deadline of December 31, 2002.

8. Subsequently PRIMUS has acceded to several requests from Great Atlantic to extend the termination date, and extensions have been granted to January 31, 2003, May 31, 2003 and July 31, 2003.

9. In an effort to clarify the situation and provide closure PRIMUS and American Suzuki submitted a proposed "forbearance agreement" (copy of draft attached) to Great Atlantic and Car Center USA on or about July 28, 2003, seeking a termination date of October 31, 2003 (subsequently proposed date of December 31, 2003). To date the defendants have failed or refused to execute the proposed agreement.

10. On November 4, 2003 PRIMUS demanded full payoff of the indebtedness due it from Great Atlantic.

11. As recently as December 10, 2003 PRIMUS and American Suzuki demanded full payoff of the indebtedness then due respectively from Great Atlantic and Car Center USA, namely, \$2,498,345 from Great Atlantic and \$664,012.09 from Car Center USA.

12. As of this date these payoffs have not been made.

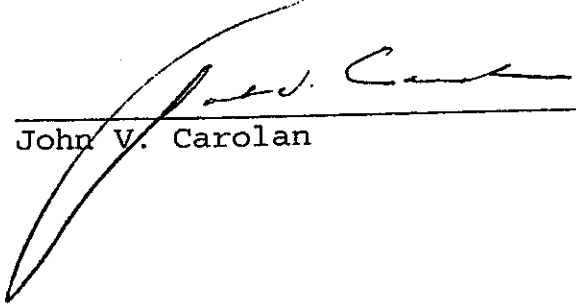
13. The Ford Credit finance lines for both defendant dealers remain open, and their balances are subject to daily fluctuation. As of today the amount due from Great Atlantic is \$2,499,980 and the amount due from Car Center is \$664,012.09.

14. The collateral at Great Atlantic covered by the PRIMUS financing presently consists of 117 used vehicles, the total value of which is depreciating.

15. The collateral at Car Center USA covered by the American Suzuki financing presently consists of 32 new vehicles whose total value is depreciating.

16. Both PRIMUS and American Suzuki are undersecured and need to recover and dispose of the vehicle collateral as soon as possible to reduce the respective indebtedness of Great Atlantic and Car Center USA.

Signed and sworn to under the pains and penalties of perjury
this 18 day of December, 2003.



John V. Carolan